IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No. 6663 of 1987

For Approval and Signature:

HONOURABLE MS. JUSTICE R.M.DOSHIT

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1 Whether Reporters of Local Papers may be allowed to see the judgment ?

2 To be referred to the Reporter or not ?

3 Whether their Lordships wish to see the fair copy of the judgment ?

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?

5 Whether it is to be circulated to the civil judge ?

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BHARAT J MEHTA & 14 - Petitioner(s)
Versus
MANAGER, MAHILA GRUH UDYOG LIJJAT PAPAD - Respondent(s)

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Appearance :
MR SUNIL L MEHTA for Petitioner(s) : 1 - 15.
MS VINITA VINAYAK for M/S THAKKAR ASSOC. for Respondent(s) : 1,

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CORAM : HONOURABLE MS. JUSTICE R.M.DOSHIT

Date : 18/09/2006

ORAL JUDGMENT

The petitioners-workmen challenge the common judgment and award dated 22nd May, 1987 passed by the

Labour Court, Rajkot in Reference LCR Nos.742/1983 to 745/1983 and 747/1983 to 758/1983.

The workmen were engaged by the respondent as Drivers/Salesmen on monthly pay. After serving as such for several years, on 7th September, 1982 the workmen were discharged from service. Feeling aggrieved, the workmen raised industrial dispute which were referred to the Labour Court, Rajkot. Before the Labour Court, Rajkot the workmen complained that their service was illegally terminated and claimed reinstatement in service and backwages.

The claim made by the workmen was contested by the respondent. According to the respondent, the service of the workmen were not terminated. The workmen had, on their own volition, abandoned the job. As the respondent could not afford to maintain a fleet of vehicles and to pay staff for sales and delivery, the respondent had discontinued the sales and delivery system. Instead, the workmen were offered a contract for the same. None of the workmen, however, was ready and willing to work on contract

basis.

The labour Court has recorded a finding that the aforesaid change in the service condition of the workmen was effected after giving notice of change and after following due procedure. The respondent had disposed of the vehicles maintained by it. Therefore, the reinstatement in service was not possible. The respondent had also paid retrenchment compensation and other benefits payable to the workmen by money order which the workmen did not accept.

In view of the above finding recorded by the Court below, the Court rejected the claim of the workmen for reinstatement in service. However, it was directed that the respondent shall pay retrenchment compensation, bonus, earned leave, gratuity, etc. payable to the workmen.

Mr.Mehta has candidly admitted that most of the workmen have reached the age of superannuation. None of them can now be reinstated in service. He has, however, made a grievance that though there was a

direction to pay the terminal benefits to the workmen, the same has not yet been paid.

Ms.Vinayak is unable to say whether the terminal benefits have been paid to the workmen as directed.

In above view of the matter, the petition is dismissed. It is, however, directed that the respondent shall pay the terminal benefits to the workmen as directed by the Court below within one month from today. In the event such amount is not paid, the workmen will be entitled to interest @ 10 per cent per annum commencing from 1st November, 2006 till the date of payment.

This order shall not preclude any of the workmen from taking out recovery proceedings against the respondent, if otherwise maintainable.

Subject to the above direction, rule is discharged. The parties shall bear their own cost.

(Ms. R.M.Doshit, J.)

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